*QUALITY ASSURANCE PROVISIONS C-321: SPECIFICATION:

NSN: 9Z2840-01-049-2480 NOMEN: CASE AND NOZZLE

P/N: (99207) 4047T87P01

Articles to be furnished hereunder shall be manufactured, tested and inspected in accordance with drawing number (99207) 4047T87P01 REV. "H", and all details and specifications referenced therein.

Forgings P/N: (99207) 4047T87P01 S shall be procured from (99207) General Electric approved source.

II.Quality/Inspection Requirements

A. MIL-I-45208 applies: Refer to contract section E.

B. First Article Testing applies. Refer to contract section I

- Production Lot Testing applies: Refer to contract section
- C. Mandatory Inspection applies: Refer to contract section C.
- III. Supplemental Requirements A. Additionally, para. 3.1-3.5, 5.1-5.2, 6.1-6.2 of MIL-Q-9858 apply.
 - The contractor shall identify on the process/operation sheets all manufacturing sources performing processes/ operations outside of their facilities. These sheets shall not be revised or altered after the successful completion of First Article or Production Lot Testing without approval from the Engineering Support Activity (ESA) via the PCO.
 - The Inspection Method Sheets which list the characteristics of each item produced under the contract shall have serial number traceability to the raw material, casting, or forging.
 - Markings should be I/A/W MIL-STD-130 REV. "G" para. 5.3.3(a), (b), (c) and (g). Method and location shall be I/A/W drawing.

IV. Mandatory Inspection Requirements:

During production, mandatory inspection is required to be accomplished by the contractor as follows:

- A. Level of Inspection (LOI).
 - 1) Critical Characteristics: 100% inspection shall apply.
 - 2) Major and Minor Characteristics LOI shall be I/A/W a sampling plan acceptable to the QAR.
- B. Critical Characteristics
 - 1) NONE
- C. Major and Minor Characteristics
 - 1) Shall be defined by the contractor subject to QAR concurrence, unless defined on applicable drawings and associated specifications.
- IV. Unless expressly provided for elsewhere in this Clause, equipment such as fixtures, jigs, dies, patterns, templates, mylars, special tooling, test equipment, or any other manufacturing aid required for the manufacture and/or testing of the subject item(s) will not be provided by the Government or any other source and is the sole responsibility of the contractor. The foregoing applies notwithstanding any reference to such equipment or the furnishing thereof that may be contained in any drawing or referenced specification.

I-964 FIRST ARTICLE APPROVAL (GOVERNMENT TESTING)

NSN: 9 2840-01-049-2480 P/N: (99207) 4047T87P01 NOMEN: CASE AND NOZZLE

A. The contractor shall deliver 2 units of lot/item 0001 within 120 calendar days from the date of this contract to the Government at:

Marking of test sample(s) shipping container: "FOR FIRST ARTICLE TESTING. NOT RFI MATERIAL. DO NOT TAKE UP IN STOCK. CONTRACT NUMBER:

For First Article Test, the shipping documentation shall contain this contract number and the lot/item identification. The characteristics that the First Article must meet and the testing requirements are specified elsewhere in this contract.

- B. Within 120 calendar days after the Government receives the First Article, the contracting officer shall notify the contractor, in writing, of the conditional approval, approval or disapproval of the First Article. The notice of conditional approval or approval shall not relieve the contractor from complying with all requirements of the specifications and all other terms and conditions of this contract. A notice of conditional approval shall state any further action required of the contractor. A notice of disapproval shall cite reasons for the disapproval.
- C. If the First Article is disapproved, the contractor, upon Government request, shall submit an additional First Article for testing. After each request, the contractor shall make any necessary changes, modification, or repairs to the First Article or select another First Article for testing. All costs related to these tests are to be borne by the contractor, including any and all costs for additional tests following a disapproval. The contractor shall furnish any additional First Article to the Government under the terms and conditions and within the time specified by the Government.

The Government shall act on this First Article within the time limit specified in paragraph B above. The Government reserves the right to require an equitable adjustment of the contract price for any extension of the delivery schedule or for any additional costs to the Government related to these tests.

- D. If the contractor fails to deliver any First Article on time, or the contracting officer disapproves any First Article, the contractor shall be deemed to have failed to make delivery within the meaning of the default clause of this contract.
- E. Unless otherwise provided in the contract, the contractor:
 - 1) May deliver the approved First Article as a part of the contract quantity, provided it meets all contract requirements for acceptance and was not consumed or destroyed in testing and;
 - 2) Shall remove and dispose of any First Article from the Government test facility at the contractor's expense.
- F. If the Government does not act within the time specified in paragraph B or C above, the contracting officer shall, upon timely written request from the contractor, equitably adjust under the changes clause of this contract the delivery or performance dates and/or the contract price, and any other contractual term affected by the delay.
- G. The contractor is responsible for providing operating and maintenance instructions, spare parts support, and repair of the First Article during any First Article Test.
- H. Before First Article approval, the acquisition of materials or components for, or the commencement of production of, the balance of the contract quantity is at the sole risk of the contractor. Before First Article approval, the costs thereof shall not be allocable to this contract for 1) progress payments, or 2) termination settlements if the contract is terminated for the convenience of the Government.
- I. The contractor shall produce both the First Article and the production quantity at the same facility and shall submit a certification to this effect with each First Article.
- J. The contractor shall provide specific written notification to the procuring contracting officer informing him of the shipment of any article(s) furnished in accordance with this clause. Such notification must be addressed to the attention of NAVICP code 02 with copies to NAVICP code 072 and to the testing activity. Failure to provide such notification shall excuse the Government from any delay in performing First Article Testing and informing the contractor of the results thereof.

I-961 FIRST ARTICLE TESTS REQUIRED (GOVERNMENT TESTING)

NSN: 9 2840-01-049-2480

NOMEN: CASE AND NOZZLE P/N:

P/N: (99207) 4047T87P01

I. First Article Inspection/Test Criteria:

The tests to be performed under the First Article approval clause of the contract are:

- A. Dimensional Check (special)
- B. Form/Fit
- C. Compliance with drawing, REV. "H", and specifications referenced therein.
- B. Review documentation as provided under DD 1423 requirements.

In addition to the above tests, the First Article(s) to be delivered hereunder shall also be subjected to those tests which will demonstrate that the article(s) comply with contract requirements.

The contractor shall be responsible for providing necessary parts and repair of the First Article Sample(s) during testing.

II. Special Instructions

- A. Sample(s) may be considered as production items under the contract provided the sample(s) can be refurbished to ready for issue (RFI) condition and provided the sample(s) have inspection approval of the cognizant QAR. Sample(s) may be shipped as production items only after all other units required under the contract have been produced and are ready for shipment.
- B. Sample(s) will be returned to the contractor, if not destroyed in testing.

C-330

PRODUCTION LOT TESTING REQUIREMENTS

The material produced under contract shall be accepted by the cognizant CAO/QAR contingent upon the successful completion of these requirements.

- I. Producton Lot Test Sampling Requirements
 - A. The cognizant CAO/QAR shall select two (2) samples at random from the First Production Lot.
 - B. Production Lot Testing to be completed during production after First Article approval.
- II. The tests to be performed under the Production Lot Sample testing provisions of the contract are:
 - A. Compliance with drawing, REV. "H", and specifications referenced therein.
 - B. Form/Fit
 - C. Dimensional Check
 - D. Review of documentation as provided under CDRL (DD1423) requirements.

In addition to the above tests, the Production Lot Samples(s) to be delivered hereunder shall also be subjected to those tests which will demonstrate that the sample(s) comply with contract requirements.

- III. Testing Location, Cost and Estimated Leadtime
 - A. Ship samples/data to NADEP Jacksonville, FL
 - B. Shipping container marking "PRODUCTION LOT SAMPLE DO NOT TAKE UP IN STOCK".
 - C. Estimated Cost for Inspection/Test is \$2,500.00
 - D. Estimated Leadtime for Inspection/Test is 30 days.

Within fifteen days of completion of Production Lot Testing, NAVAVNDEPOT, Jacksonville and/or CAO/QAR shall prepare and submit two copies of their test report with conclusions and recommendations to the Contracting Officer.

IV. Shipment and Distribution of Samples

- A. Fourteen (14) days prior to shipment of production lot sample(s), the contractor shall notify the designated test facility, in writing, of the anticipated shipping date, with an information copy to the PCO, Attn: 02. The contractor shall also arrange for preliminary inspection of test samples by the CAO/QAR.
- B. Upon shipment of Production Lot Sample(s) two (2) copies of the Material Inspection and Receiving Report (DD Form 250), bearing the QAR's signature and indication of preliminary inspection, shall be forwarded to NAVICP Code with duplicate copies to NAVICP Code 072 and to the designate test facility. The envelope shall be clearly marked. "DO NOT OPEN IN MAILROOM".
- C. Sample(s) may be considered as production items under the contract provided the sample(s) can be refurbished to Ready for Issue (RFI) condition and provided the sample(s) have inspection approval of the cognizant. Sample(s) may be shipped as production items only after all other units required under the contract have been produced and are ready for shipment
- D. The designated test facility and the Contracting Officer shall be notified as to all shipping data applicable to the sample, such as bill of lading number, method of shipment etc..days prior to shipment.

C-331 PRODUCTION LOT SAMPLE TESTING

A. The Production Lot Samples shall be selected at random by the cognizant government inspector. Such samples shall be submitted via the cognizant government inspector, all transportation charges prepaid by the contractor to:

Naval Aviation Depot Nas Jacksonville FL 32212 Attn: James Scott Code 722

The samples shall be identified by contract number, lot number and be clearly marked as follows:

PRODUCTION LOT SAMPLES NOT RFI MATERIAL DO NOT TAKE UP IN STOCK

- B. Such samples shall be delivered to the testing facility in sufficient time prior to the delivery date of the production articles to allow a 75 day period for testing by the laboratory nd written notification by the contracting officer of the approval or disapproval of the samples. Within 45 days of the receipt of the samples, the testing facility shall notify the contracting officer, The Naval Inventory Control Point NAVICP-Phil code 02 of the results of the testing, together with a recommendation for approval or disapproval.
- C. Inthe event the contractor does not receive written notification of approval or disapproval of the samples for a particular production lot within 75 days from their submission for such testing, the contract delivery schedule shall be equitably adjusted as necessary.
- D. If the contractor fails to deliver any Production Lot Samples for testing within the time or times specified, or if the contracting officer disapproves any Production Lot Samples, the contractor shall be deemed to have failed to make delivery within the meaning of the default clause of this contract, and this contract shall be subject to termination for default.
- E. In order for a Production Lot to be acceptable, all samples representative of the lot must pass all the contract requirements. In the event a sample fails to pass such requirements, the lot will be rejected. In such event, the government may, at its option and at no additional cost to the government, (I) terminate all or any portion of this contract for default, (II) require the manufacture of a new Production Lot, or a rework of the rejected Production Lot if the means and

procedures proposed by the contractor for rework are acceptable to the government, or (III) require the submission of additional samples for test. The foregoing procedures shall apply to new or reworked production lots in the same way as they did to the original Production Lot.

- F. For each additional sample or each resubmission of a modified sample which the contractor is required to submit for approval hereunder as a result of a failure of a previous sample to conform to the requirments of the specification, the contractor shall pay to the government the costs of reinspection, shipping, examination and retesting by the government, and the contractor and his sureties (if any) shall be liable for the amount of such costs.
- G. All transportation charges incurred in the submission and return of any Production Lot Sample shall be borne by the contractor.
- H. Nothing contained in the foregoing provisions of this clause, and no action of the government in accordance herewith, shall in any way prejudice the right of the government under the clause of this contract entitled Default.